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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

Janet Cook-Keville,

Plaintiff,

vs.

Equifax Information Services, LLC  
a Georgia corporation, and  
Residential Credit Solutions, Inc.,  
a Delaware corporation,

Defendants.

Case No.: '16CV1590 JAH JLB

**COMPLAINT**

**JURY TRIAL DEMAND**

1 NOW COMES THE PLAINTIFF, JANET COOK-KEVILLE, BY AND  
2 THROUGH COUNSEL, TRINETTE G. KENT, and for her Complaint against the  
3 Defendants, pleads as follows:  
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5 **JURISDICTION**

- 6  
7 1. Jurisdiction of this court arises under 15 U.S.C. §1681p.  
8 2. This is an action brought by a consumer for violation of the Fair Credit  
9 Reporting Act (15 U.S.C. §1681, *et seq.* [hereinafter “FCRA”]).  
10

11 **VENUE**

- 12  
13 3. The transactions and occurrences which give rise to this action occurred in the  
14 City of San Diego, San Diego County, California.  
15 4. Venue is proper in the Southern District of California.  
16

17 **PARTIES**

- 18  
19 5. The Defendants to this lawsuit are:  
20 a. Equifax Information Services, LLC (“Equifax”), which is a Georgia  
21 corporation that maintains a registered agent in Sacramento County,  
22 California; and  
23 b. Residential Credit Solutions, Inc. (“Residential Credit Solutions”), which  
24 is a Delaware corporation that maintains a registered agent in Sacramento  
25 County, California.  
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**GENERAL ALLEGATIONS**

6. Residential Credit Solutions is reporting its trade line with account number 100067\* (“Errant Trade Line”) with an inaccurate status of “Account Included in Bankruptcy” on Plaintiff’s Equifax credit file.
7. This is false as Plaintiff never filed bankruptcy. However, her ex-husband did.
8. In February 2016, Ms. Cook-Keville obtained her Equifax credit file and noticed that Residential Credit Solutions reported the Errant Trade Line with a status of “Account Included in Bankruptcy.”
9. On or about March 28, 2016, Ms. Cook-Keville, submitted a letter to Equifax, disputing the bankruptcy status on the Errant Trade Line. In the dispute letter, Ms. Cook-Keville indicated the she never filed bankruptcy and that her ex-husband did.
10. Upon information and belief, Equifax transmitted Ms. Cook-Keville’s consumer dispute to Residential Credit Solutions.
11. On or about April 14, 2016, Ms. Cook-Keville received Equifax’s investigation results, which showed that Residential Credit Solutions retained the status of “Account Included in Bankruptcy” on the Errant Trade Line.

**COUNT I**

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT  
BY RESIDENTIAL CREDIT SOLUTIONS**

12. Plaintiff realleges the above paragraphs as if recited verbatim.

13. After being informed by Equifax of Ms. Cook-Keville's consumer dispute of the incorrect status on the Errant Trade Line, Residential Credit Solutions negligently failed to conduct a proper investigation of Ms. Cook-Keville's dispute as required by 15 USC 1681s-2(b).

14. Residential Credit Solutions negligently failed to review all relevant information available to it and provided by Equifax in conducting its reinvestigation as required by 15 USC 1681s-2(b). Specifically, it failed to direct Equifax to correct the status on the Errant Trade Line and remove the inaccurate status of "Account Included in Bankruptcy."

15. The Errant Trade Line is inaccurate and creating a misleading impression on Ms. Cook-Keville's consumer credit file with Equifax to which it is reporting such trade line.

16. As a direct and proximate cause of Residential Credit Solution's negligent failure to perform its duties under the FCRA, Ms. Cook-Keville has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

1 17.Residential Credit Solutions is liable to Ms. Cook-Keville by reason of its  
2 violations of the FCRA in an amount to be determined by the trier fact together  
3 with reasonable attorneys' fees pursuant to 15 USC 1681o.  
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5 18.Ms. Cook-Keville has a private right of action to assert claims against  
6 Residential Credit Solutions arising under 15 USC 1681s-2(b).  
7

8 **WHEREFORE, PLAINTIFF PRAYS** that this court grant her a judgment  
9 against the Defendant Residential Credit Solutions for damages, costs, interest, and  
10 attorneys' fees.  
11

12 **COUNT II**

13 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
14 **RESIDENTIAL CREDIT SOLUTIONS**  
15

16 19. Plaintiff realleges the above paragraphs as if recited verbatim.

17 20.After being informed by Equifax that Ms. Cook-Keville disputed the accuracy  
18 of the information it was providing, Residential Credit Solutions willfully failed  
19 to conduct a proper reinvestigation of Ms. Cook-Keville's dispute.  
20

21 21.Residential Credit Solutions willfully failed to review all relevant information  
22 available to it and provided by Equifax as required by 15 USC 1681s-2(b).  
23

24 22.As a direct and proximate cause of Residential Credit Solution's willful failure  
25 to perform its duties under the FCRA, Ms. Cook-Keville has suffered damages,  
26 mental anguish, suffering, humiliation, and embarrassment.  
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1 23.Residential Credit Solutions is liable to Ms. Cook-Keville for either statutory  
2 damages or actual damages she has sustained by reason of its violations of the  
3 FCRA in an amount to be determined by the trier fact, together with an award  
4 of punitive damages in the amount to be determined by the trier of fact, as well  
5 as for reasonable attorneys' fees and she may recover therefore pursuant to 15  
6 USC 1681n.  
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10 **WHEREFORE, PLAINTIFF PRAYS** that this court grant her a judgment  
11 against the Defendant Residential Credit Solutions for the greater of statutory or actual  
12 damages, plus punitive damages, along with costs, interest, and attorneys' fees.  
13

14 **COUNT III**

15 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
16 **BY EQUIFAX**

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18 24.Plaintiff realleges the above paragraphs as if recited verbatim.

19 25.Defendant Equifax prepared, compiled, issued, assembled, transferred,  
20 published, and otherwise reproduced consumer reports regarding Ms. Cook-  
21 Keville as that term is defined in 15 USC 1681a.  
22

23 26.Such reports contained information about Ms. Cook-Keville that was false,  
24 misleading, and inaccurate.  
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26 27.Equifax negligently failed to maintain and/or follow reasonable procedures to  
27 assure maximum possible accuracy of the information it reported to one or  
28

1 more third parties pertaining to Ms. Cook-Keville, in violation of 15 USC  
2 1681e(b).  
3

4 28. After receiving Ms. Cook-Keville's consumer dispute to the Errant Trade Line,  
5 Equifax negligently failed to conduct a reasonable reinvestigation as required  
6 by 15 U.S.C. 1681i.  
7

8 29. As a direct and proximate cause of Equifax's negligent failure to perform its  
9 duties under the FCRA, Ms. Cook-Keville has suffered actual damages, mental  
10 anguish and suffering, humiliation, and embarrassment.  
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12 30. Equifax is liable to Ms. Cook-Keville by reason of its violation of the FCRA in  
13 an amount to be determined by the trier of fact together with her reasonable  
14 attorneys' fees pursuant to 15 USC 1681o.  
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16 **WHEREFORE, PLAINTIFF PRAYS** that this court grant her a judgment  
17 against Equifax for actual damages, costs, interest, and attorneys' fees.  
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19 **COUNT IV**

20 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
21 **BY EQUIFAX**

22 31. Plaintiff realleges the above paragraphs as if recited verbatim.  
23

24 32. Defendant Equifax prepared, compiled, issued, assembled, transferred,  
25 published, and otherwise reproduced consumer reports regarding Ms. Cook-  
26 Keville as that term is defined in 15 USC 1681a.  
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1 33. Such reports contained information about Ms. Cook-Keville that was false,  
2 misleading, and inaccurate.  
3

4 34. Equifax willfully failed to maintain and/or follow reasonable procedures to  
5 assure maximum possible accuracy of the information that it reported to one or  
6 more third parties pertaining to Ms. Cook-Keville, in violation of 15 USC  
7 1681e(b).  
8

9 35. After receiving Ms. Cook-Keville's consumer dispute to the Errant Trade Line,  
10 Equifax willfully failed to conduct a reasonable reinvestigation as required by  
11 15 U.S.C. 1681i.  
12

13 36. As a direct and proximate cause of Equifax's willful failure to perform its duties  
14 under the FCRA, Ms. Cook-Keville has suffered actual damages, mental  
15 anguish and suffering, humiliation, and embarrassment.  
16

17 37. Equifax is liable to Ms. Cook-Keville by reason of its violations of the FCRA in  
18 an amount to be determined by the trier of fact together with her reasonable  
19 attorneys' fees pursuant to 15 USC 1681n.  
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21 **WHEREFORE, PLAINTIFF PRAYS** that this court grant her a judgment  
22 against Defendant Equifax for the greater of statutory or actual damages, plus punitive  
23 damages along with costs, interest, and reasonable attorneys' fees.  
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**JURY DEMAND**

Plaintiff hereby demands a trial by Jury.

DATED: June 23, 2016

KENT LAW OFFICES

By: /s/ Trinette G. Kent  
Trinette G. Kent  
Attorneys for Plaintiff,  
Janet Cook-Keville